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1. Jurisdiction is based upon diversity of citizenship under 28 U.S.C. § 1332 in that Plaintiff EVERFLOW TECHNOLOGY CORPORATION is a business entity incorporated under the laws of the Republic of China (Taiwan), having its principal place of business in the Republic of China (Taiwan), and the matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00 (seventy five thousand dollars). Venue is proper in this Court and in the San Jose Division pursuant to 28 U.S.C. §

1391(a)(1) in that the Defendant MILLENIUM ELECTRONICS, INC., is a California corporation with its principal place of business in the city of San Jose, California.

Intradistrict Assignment

2. This action should be assigned to the San Jose Division of this Court because a substantial part of the events or omissions which give rise to this claim occurred in Santa Clara County.

Claim 1 - Breach of Contract (Common Law)

- 3. Plaintiff EVERFLOW TECHNOLOGY CORPORATION (hereinafter "Everflow" and "Plaintiff") has been, and now is, extensively engaged in the specialized business of manufacturing miniature cooling fans. These fans are largely used by large computer manufacturers who, in turn, incorporate them into their computers which are then sold retail. Everflow's fans are found in computer equipment sold, for example, by Sony, Samsung, Fujitsu, Hewlett Packard, AMD, and other well known brands.
- 4. Defendant MILLENIUM ELECTRONICS, INC. (hereinafter "MEI" and "Defendant"), markets cooling systems directly to computer companies for incorporation into the individual personal computer designs of those companies. MEI purchased Everflow's fans for use as part of MEI's cooling systems which MEI sold to computer manufacturers for incorporation into the final assembly of personal computers units destined for sale to the public.
- 5. Since January 2005, at the special request of MEI, and in consideration of MEI's promise to pay the purchase price as evidenced by purchase orders and invoices,

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Case 5:07-cv-05795-JF

Everflow has shipped and delivered the fans and related equipment described on the attached Exhibit A.

- Everflow fully and in all things performed its part of the agreement described in 6. paragraph 4, in that on the various dates as reflected in Exhibit A, Everflow delivered the goods to MEI in the time and manner and at the place required by the agreement.
- Immediately following each delivery, Everflow delivered in the regular course of 7. business an invoice to MEI in the various amounts as detailed in Exhibit A.
- In violation of its promises and obligations under the agreement described in 8. paragraph 4, MEI wrongfully fails and refuses to make payment due for the goods. The total dollar value of invoiced products for which MEI has not paid and currently owes is \$2,040,562.96.

Claim 2 - Common Count - Book Account (Common Law)

- 9. Everflow incorporates herein the allegations of the preceding paragraphs.
- MEI became indebted to Everflow within the last four years in the sum of 10. \$2,040,562.96 for goods, wares, and merchandise sold and delivered to MEI at its special instance and request and for which MEI agreed to pay the above sum. A copy of this account is attached as Exhibit A and made a part hereof.
- Neither the whole nor any part of the above sum has been paid although a 11. demand therefore has been made, and there is now due, owing, and unpaid the sum of \$2,040,562.96, with interest thereon at the legal rate of 10% per annum from the date of each invoice identified on Exhibit A, the earliest of which is dated January 7, 2005.

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Plaintiff has incurred attorney's fees in connection with this matter, in an 12. amount to be determined at trial, which fees Plaintiff is entitled to recover from Defendant pursuant to Civil Code Section 1717.5.

Claim 3 - Common Count - Account Stated (Common Law)

- 13. Everflow incorporates herein the allegations of the preceding paragraphs.
- At various times Everflow personnel provided to MEI an account stated in 14. writing by and between Everflow and MEI, and on or about October 17, 2007 such statement provided to MEI showed a balance of \$2,040,562.96 as due. MEI at various times has agreed that it is indebted to Plaintiff. A copy of the account is attached hereto as Exhibit A and made a part hereof.
- Although demanded by Plaintiff from Defendant, neither all nor any part of the 15. agreed balance has been paid.
- There is now due, owing, and unpaid the sum of \$2,040,562.96, with interest 16. thereon at the legal rate of 10% per annum from the date of each invoice identified on Exhibit A, the earliest of which is dated January 7, 2005.

Claim 4 - Common Count - For Work, Labor And Materials (Common Law)

- Everflow incorporates herein the allegations of the preceding paragraphs. 17.
- Within the last four years, Defendant became indebted to Plaintiff in the 18. agreed sum of \$2,040,562.96 for services and materials provided by Plaintiff at the special request of Defendant.
- Plaintiff has repeatedly demanded payment from Defendant. The last 19. demand, for the then accumulated sum owing of \$2,040,562.96, was made on October 17, 2007.

20. There is now due, owing, and unpaid the sum of \$2,040,562.96, with interest thereon at the legal rate of 10% per annum from the date of each invoice identified on Exhibit A, the earliest of which is dated January 7, 2005.

WHEREFORE, Everflow demands:

- a. For damages in the sum of \$2,040,562.96;
- For costs of suit herein incurred;
- c. For prejudgment interest at the rate of 10% per annum;
- d. For attorney fees pursuant to Civil Code section 1717.5; and
- e. For such other and further relief as the court may deem proper.

Dated: November 8, 2007

MARK FANG ATTORNEY AT LAW, APC

By:

Mark Fang, Esq., Attorney for Plaintiff Everflow Technology Corporation

DEMAND FOR JURY TRIAL

Plaintiff demands a jury on all issues.

Dated: November 8, 2007

MARK FANG ATTORNEY AT LAW, APC

By:___

Mark Fang, Esq., Attorney for Plaintiff Everflow Technology Corporation

EXHIBIT A

MILLENNIUM ELECTRONICS ... C.

	Difference in	Amount	(42.50)	(42.50)	(309.37)	(87.45)	(240.00)	(24.70)	(57.50)	(115.00)	(00.69)	(27.60)	(1.15)	(57.50)	(23.00)	(37.37)	(545.60)	(1 450 00)	(11 205 00)	(11.355.00)	(4 000 00)	(43.245.00)	(45,245,00)	(1,102.00)	(31.758.00)	(47.250.00)	(33,553.70)	(4.760.00)	(11.376.00)	(3,150.00)	(3,937.50)	(24,150,00)	(1.159.20)	(3.000.00)	(2,490,00)	(34,212.00)	(18,266.40)
	Payment	Amount	00.00	00.00	309.38	87.45	1,360.00	592.80	759.50	1,519.00	911.40	364.56	15.19	759.50	303.80	493.68	00.0	0.00	000	000	000	800	98.0	8	0000	00.0	0.00	0.00	0.00	00.0	0.00	0.00	00.0	0.00	0.00	0.00	14,094.60
	Amount	(USD.)	42.50	42.50	618.75	174.90	1,600.00	617.50	817.00	1,634.00	980.40	392.16	16.34	817.00	326.80	531.05	545.60	1,450.00	11,395.00	1,225.50	4.902.00	43.245.00	1.162.00	1,732.50	31,758.00	47,250.00	33,553.70	4,760.00	11,376.00	3,150.00	3,937.50	24,150.00	1,159.20	3,000.00	2,490.00	34,212.00	32,361.00
	Price	(USD.)	8.50	8.50	0.21		80.00	12.350	8.170	8.170	8.170	8.170	8.170	8.170	8.170	8.170	0.124	1,450.000	11.395	8.170	8.170	13.950	8.300	15.750	15.800	15.750	15.940	20.000	15.800	15.750	15.750	16.100	16.100	3,000.000	8.300	14.255	16.100
	Q'ty	Shipped	<u>~ </u>	2	3,000		20	20	2	200	120	48	2	100	40	65	4,400	-	1,000	150	009	3,100	140	110	2,010	3,000	2,105	238	720	200	250	1,500	72	_	300	2,400	2,010
he Statement of nonpayment list	EF Model Name																																		R4802W102	K38088622	D12/330BUAK380A
The Statement c	Model Name	RASO_DW/ATUEDM 1625 013	R480-2W(MTHFPM, 1626, 01)	CLID & CCDEW	CI IP / SCDEW / SEBEATER	A 520 CANAIL E	DIAI DO ACTUADA 1711 000	EAN SING ASSESSMENT (11-00)	FAN SINA ASSIGNIFICAN-13/9-07)	FAN SINK ASSIC MILIERM-12/9-07)	FAN SINK ASSV/MITTERM-13/9-07)	FAN SINK ASSY(MITTERN 1570 07)	FAN SINK ASSY(MTHERM 1570 07)	FAN SINK ASSV MTHERM 1570 073	FAN SINK ASSIC MITHERM-13/9-07)	MT3-10033 PEV IN TRA AL PIE CASE PERSON	TOO NO CHARGE		VGA COOLER M12-10019 REV.3	FAN SINK ASSY (MTHERM-1579-07)	FAN SINK ASSY(MTHERM-1579-07)		VGA COOLER MTHERM-1626-01 REV.E	VGA COOLER MTZ-10020 REV.D	VGA COOLER MTZ-10020 REV.D	VGA COOLER M 12-10078 REV.A	VGA COOLER M12-10047 REV.C	VGA COOLER R580 MT2-10020 DEV T		VGA COOL FR MT2.10077 PEV A	VGA COOLED MTD 10000 BEV 4	VGA COOL ED MT 10000 PEN A	Tooling for BC00 4.7	Maring to roof 123	MT2-10020 BEV D Consolation	VGA COOI FR MT2-10000 PEV A	THE PROPERTY AND ADDRESS OF THE PARTY AND ADDR
	PO Number	0007206	0007214				0007373	0007347	0007347	0007347	0007347	0007347	0007348	0007348	0007348	╁	╁	0007638	0007621	0007671	170/000	0007812	000/813	0007601	0007700	0007803	0007864	0007837	0007837	0007862	9982000	0007883	0007864	0007039	0007904	0007924	
	Invoice Number	EM050006	EM050007	EM050013	EM050024	EM050030	EM050091	EM050127	EM050129	EM050130	EM050132	EM050134	EM050135	EM050147	EM050150	EM060029	EM060029	EM060041	FIM060083	FMOGODO	ENTOCOOR	EM060116	EM060116	EM060115	FM060117	FM060118	EM060144	╀	EM060145	╀	EM060146	╁	╀	╀	╁	╄	ł
┡	Date	01/02/05	01/02/05	01/18/05	02/01/05	02/04/05	90/00/90	02/19/05	07/21/05	07/22/05	07/25/05	08/05/05	08/02/05	08/16/05	╄╌	05/16/06	02/16/06	┺.	┺	┥_	-	+-	+	╄	+-	╀	┥—	09/22/06	09/22/06 E	09/22/06 E	09/25/06 E	-	├	┾	01/11/07 E	01/15/07 E	-
	ustomer Name	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	WE	ME	ME	MFI	MEI	NEW N	WE	MEI	MEI	t	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI	MEI (

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Invoice Invoice PO Number Model Name 01/18/07 EM070008 0007949 VGA COOLER MT2, 10078 DEV. A	PO Number Model Nam	Model Nam		EF Model Name	Q'ty Shipped	Price (USD.)	Amount (USD.)	Payment Amount	Difference in Amount
EM070010 0007914	0007014	VCA COOLER M12-1	0078 REV.A	R58088624	450	15.750	7,087.50	00'0	(7 087 50)
EM070009	0007924	VGA COOLER MEDALIA M	12-10036 KEV.A	B128025BUAR600P	700	19.920	13,944.00	00.00	(13,944.00)
EM070009 0007960 VGA	0962000	VGA COOLER R600XTX M	T2-10036 REV.A	B128025BUAR600P	300	19 920	5 976 00	00.0	(15.778.00)
02/05/07 EM0/0011 0007927 VGA COOLER MT2-10090 REV.A	0007927 VGA COOLER MT2-1	VGA COOLER MT2-10	090 REV.A	B127530BUAR580A	1,830	16.100	29,463.00	000	(20 442 00)
EM070012 0007888 Cancellation charge for B4	0007888	Cancellation charge for B 6	0090 REV.A	B127530BUAR580A	1,050	16.100	16,905.00	0.00	(16,905.00)
0007984	0007984	VGA COOLED MT2 10	OUTINISH BOOKS	K58088622	780	15.800	12,324.00	0.00	(12,324.00)
EM070017 0007978	0007978	VGA COOLER MIZ-10	00/0 KEV.A	K38088624	330	15.750	6,142.50	00:00	(6,142.50)
VGA COOLER MT2-1	0007974 VGA COOLER MT2-1	VGA COOLER MT2-10	0122 DEV 9	K38088022	450	15.800	6,636.00	00.00	(6,636.00)
Tooling for RV6301 he	0007974	Tooling for RV630 I heats	ink diecast	D120023BUAKV030		8.610	8.61	00.00	(8.61)
EM070015 0007974	0007974	Tooling for RV630 I heats	ink diecast			4,414.500	4,414.50	0.00	(4,414.50)
EM070020 0007974	0007974	MT2-10122 REV	*	B128025B11ABV630	7 00	000.000	3,085.50	0.00	(3,685.50)
EM070021 0007951		MT2-10090 REV.		B127530BUAR580A	096	00191	843.78	0.00	(843.78)
EM070021 0007980		MT2-10090 REV.A		B127530BUAR580A	2.010	16.100	32 361 00	0.00	(15,456.00)
0007974		MT2-10122 REV.8		B128025BUARV630		8.610	8 61	00.0	(32.361.00)
EM070024 0008010	0008010	MT2-10078 REV.A		R58088624	1,800	15.750	28.350.00	20.0	(8.61)
EMO/0024 000/994	0007004	M12-10090 REV.A		B127530BUAR580A	2,010	16.100	32,361.00	000	(32,351.00)
FM070024 000/994		M12-10090 REV.A		B127530BUAR580A	2,010	16.100	32,361.00	0.00	(37 361 00)
EM070025		MT2-100/8 KEV.A		R58088624	54	15.750	850.50	0.00	(850.50)
8762000		MT2-10000 BEV D		200024512	2,000	0.900	1,800.00	00:0	(1.800.00)
EM070026 0007994		MTZ-10090 REV A		K58088622	810	15.800	12,798.00	0.00	(12,798.00)
EM070027 0007994 Rework C		Rework Charge for MT2-100	90 REV.A	R127530BUARSROA	2,010	10.100	32,361.00	0.00	(32,361.00)
EM070028 0007994		Rework Charge for MT2-10	090 REV.A	B127530BUAR580A	4.020	3 987	8,013.87	0.00	(8.013.87)
03/2//07 EM070029 0007994 MT2-10090 REV.A	MT2-10090 REV	MT2-10090 REV	A	B127530BUAR580A	960	16.100	15,456.00	000	(15,027.74)
EM070030 0007004 B 1 2 6	M12-10078 REV	M12-10078 REV	/.A	R58088624	2,000	15.750	31,500.00	0.00	(31 500 00)
EM070031 0008001 NEWOTK Charge for M12-1	Nework Charge for M12-1	MT2-10000 BEV	0090 REV.A	B127530BUAR580A	096	3.987	3,827.52	0.00	(3,827.52)
EM070031 0008001		M72-10090 REV	Ç. V	B12/330BUAK580A	1,090	16.100	17,549.00	0.00	(17,549.00)
Rework Charge for MT2-10		Rework Charge for MT2-10	MOO REV A	D127530D174 D 5004	2,010	16.100	32,361.00	0.00	(32,361.00)
EM070033 0008017	_	MT2-10090 REV	A	B127530BITAD 500A	3,100	3.987	12,359.70	0.00	(12,359.70)
	MT2-10020 REV	MT2-10020 REV I		DEGGGGGGG	2,010	16.100	32,361.00	0.00	(32,361.00)
EM070034 0008017 Rework Charge for MT2, 10		Rework Charge for MT2, 1000	O DEV A	K38088622	096	15.800	15,168.00	00.00	(15,168.00)
0008042		SCDEW	70 NEV.A	B12/330BUAK580A	1,170	3.987	4,664.79	0.00	(4,664.79)
0008042		SCREW		100120372	000	0.000	18.75	00.0	(18.75)
EM070036 0008037		MT2-10000		761071001	10,000	0.000	31.25	0.00	(31.25)
EM070038 0008017		MT7-10000 KE		K58088622	2,400	15.800	37,920.00	0.00	(37,920,00)
EM070039		MT2-10090 RE	V 4	B12/530BUAR580A	2,970	16.100	47,817.00	0.00	(47,817.00)
EM070040 0008025		MT2-10090 RF	Ç 4	B12/330BUAK380A	1,050	16.100	16,905.00	0.00	(16.905.00)
				DISTONDING I	2,010 1	16.100	32,361.00	0.00	(32,361.00)

	MT2-10020	2-10020 REV.D	EF Model Name 6	Shipped	(USD.)	Amount (USD.)	Payment Amount	Difference in Amount
EM070041	0008048	P25 (MTHEMR-1579-07)	K38088622	1,680	15.800	26,544.00	00'0	(26,544.00)
EM070042	H	46-345105-01	1.2300001	2,000	8.650	17,300.00	0.00	(17,300.00)
EM070043	0008025	MT2-10090 REV.A	R127530BIIAD 580A	1,430	\$ 65	12,542.50	0.00	(12,542,50)
EM070043		MT2-10090 REV.A	B127530BTJAR580A	2,010	10.10	32,361.00	00.0	(32,361.00)
EM070043	╌┼	MT2-10020 REV.D	R58088622	500	15.80	7,000,00	00.0	(32,361.00)
EM070043	_	MT2-10020 REV.D	R58088622	1 000	15.80	15 900 00	00:0	(7.900.00)
EM070044	4	46-345105-01	P2566001	200	8 65	4 325 00	00.00	(15.800.00)
EM070044	4	R480-2W(MTHERM-1626-01)	R4802W102	240	8 30	1 000 00	0.00	(4,325.00)
EM070046		R480-2W(MTHERM-1626-01)	R4802W102	9	8 30	408 00	0.00	(1.992.00)
EM070045	0008025	MT2-10090 REV.A	B127530BUAR580A	2.010	16.10	32 361 00	0.00	(498.00)
EM070046	0008048	46-345105-01	P2566001	20	8.65	72,501.00	0.00	(32,361.00)
EM070047	0008070	MT2-10090 REV.A	B127530BUAR580A	1 000	01.91	432.30	0.00	(432.50)
EM070047	0008071	MT2-10020 REV.D	R58088622	2,700	15.80	42 650 00	0.00	(16,422.00)
EM070049	0008070	MT2-10090 REV.A	B127530BUAR580A	510	16.10	9 211 00	0.00	(42,660.00)
EMU/0049	0008070	MT2-10090 REV.A	B127530BUAR580A	066	16.10	15 930 00	00.00	(8.211.00)
EM070050	0008087	MT2-10036 REV.A(For sample charge)	B128025BUAR600P	10	18.48	184 80	00.00	(15,939.00)
E1407050	0/08000	MT2-10090 REV.A	B127530BUAR580A	1,960	16.10	31 556 00	08.5	(184.80)
ENG 70050	0/08000	MT2-10090 REV.A	B127530BUAR580A	1,500	16.10	24.150.00	00.0	(31.336.00)
EMO/0030	00000074	MT2-10090 REV.A	B127530BUAR580A	2,010	16.10	32,361.00	000	(24,130.00)
EMO70050	0008095	MT2-10090 REV.A	B127530BUAR580A	50	16.10	805.00	00.0	(92,361.00)
EM070051	6/08000	MT2-10020 REV.D	R58088622	3,700	15.80	58,460.00	0.00	(58 460 00)
EM070051	6008000	MT2-10020 KEV.D	R58088622	30	15.80	474.00	0.00	(474.00)
EM070052	6208000	MT2-10000 DEV A	K58088622	1,260	15.80	19,908.00	0.00	(19,908,00)
EM070052	0008079	MT2-10000 REV A	B12/530BUAR580A	2,010	16.10	32,361.00	0.00	(32,361.00)
EM070052	6008000	MT2-10020 REV D	B12/330BUAR380A	2,010	16.10	32,361.00	0.00	(32,361.00)
EM070052	6008000	MT2-10020 REV D	K38088622	09	15.80	948.00	0.00	(948.00)
EM070052	0008000	MT2-10090 RFV A	D107520BITAD 5004	30	15.80	474.00	0.00	(474.00)
EM070053	0808000	MT2-10090 REV A	B127520BITAB580A	200	16.10	805.00	0.00	(805.00)
EM070053	0808000		B127530BITAB580A	2,010	16.10	32,361.00	0.00	(32,361.00)
EM070054	0808000	MT2-10090 REV.A	B127530B11AB con	1,900	10.10	25,760.00	0.00	(25,760.00)
EM070054	0808000	MT2-10090 REV A	D12/330DUAR360A	410	16.10	6,601.00	00.00	(6,601.00)
EM070054	0808000	MT2-10090 REV A	D12/330BUAK380A	2,010	16.10	32,361.00	00.00	(32,361.00)
EM070054	0808000		D12/330BOAK380A	2,010	16.10	32,361.00	0.00	(32,361.00)
EM070055	0008121	MT2-10036 REV A	B12/330BUARS80A	2,010	16.10	32,361.00	0.00	(32,361.00)
EM070057	0008082	MT2-10020 REV IA	DIZOUZZBUAKOUUP	1,260	19.92	25,099.20	0.00	(25,099,20)
EM070060	0608000	MT2-10020 REV D	K38088622	1,200	15.80	18,960.00	0.00	(18,960.00)
EM070061	0008121	MT2-10036 REV A	K3808622	2,500	15.80	39,500.00	0.00	(39,500.00)
EM070062	0008119	MT2-10020 REV D	D120023BUAK0U0P	1,560	19.92	31,075.20	0.00	(31.075.20)
ļ		U. 1 UNI VAUVA *****	K3808622	2,400	15.80	37 920 00	0000	(37 020 00)

Difference in	Amount	(37,446.00)	(16,112,00)	(10,110.00)	(2.054.00)	(00 580 79)	(00:00:00)	(39,840.00)	(30 915 01)	(10.216.70)	(25,637.04)	(30 500 00)	(00:00:00)	(31,758.00)	(00 007 30)	(00.000.00)	2 124 221 361
Payment	Amount	0.00	000		0.00	00.0	000	0.00	000		0.00	00 0		0.00	000	2000	71 9X 0/517
Amount	(nsn)	37,446.00	16.116.00	J 054 00	2,034.00	97,083.00	30 040 00	37,040.00	10,218.96	.0 =0, 30	7,037.04	39,500,00	21 170 00	31,738.00	85.600.00	7 145 702 22	7.145./92.12 2/0 AK 7.145.145.
Price	(.050)	15.80	15.80	15.80	20.21	16.10	10 07	7/:/1	9.92	50.01	13:32	15.80	14 00	13.00	20.00		
Q'ty Shinned	padding	7,3/0	1,020	130		0,030	2 000	200°E	513	1 307	1,201	2,500	2 010	2,010	4,280	920 731	107,700
EF Model Name	Dranoach	KJ808622	K58088622	R58088622	B127520B11AB COAA	DIZIJJUDUARJOUA	B128025BUAR600P	D 198035BITA B COOR	D120023DUAKOUUP	R128025RTTARGOOD	TOOM TOOM TO	K38088622	R 58088622	7700000	B128025BUAR600P		
Model Name	MT2-10020 REV D	MT2-10000 DEV D	U. V. J. V. L. V. V. L. V. V. L. V. V. L.	MT2-10020 REV.D	MT2-10090 REV A		M12-10036 REV.A	MT2-10036 REV A	Tri (m) Coot Tri	MT2-10036 REV.A	MT2_10020 DEV D	J. V. J. V. D. V. L. V. J. V.	M12-10020 REV.D	MT7-10036 DEV A Canadiana	MALE TOOLO INC. V.A. CARCELLARION CRAFGE		
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astomer Invoice	09/10/02	09/10/02	F0/F1/00	-+-	09/17/07	70/8//00		09/28/07	70/96/00	10/07/20	09/28/07	20/36/00	10/07/10	10/12/07			
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